



**National Republican Congressional Committee**

**Tom Davis, M.C.**  
**Chairman**

**John Hishta**  
**Executive Director**

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2001 OCT -3 P 1:58

October 1, 2001

Federal Election Commission  
999 E Street, NW  
Washington, DC 20436

Re: C00075820

To Whom It May Concern:

Attached, please find the latest amendment to the Security Agreement between the National Republican Congressional Committee (NRCC) and First Union National Bank (FUNB). This amends the original agreement entered into between the NRCC and FUNB. The original agreement was filed with the Commission in October, 1998.

If you have any questions or concerns please contact me at 202/479-7027.

Sincerely,

Donna M. Anderson  
Treasurer

320 First Street, S.E.  
Washington, D.C. 20003  
(202) 479-7020  
[www.nrcc.org](http://www.nrcc.org)

### **THIRD AMENDMENT TO CREDIT AND SECURITY AGREEMENT**

This Third Amendment ("Amendment") is entered into as of this 31<sup>st</sup> day of August, 2001, by and between the **NATIONAL REPUBLICAN CONGRESSIONAL COMMITTEE** (the "Borrower") and **FIRST UNION NATIONAL BANK** (the "Bank"), for the purpose of amending that certain Credit and Security Agreement, dated October 5, 1998, as previously amended by a First Amendment dated as of October 5, 1999, a Second Amendment dated August 31, 2000 (collectively, the "Agreement"), and a Notice of Extension of Loan extending maturity to August 31, 2001, to which the Borrower and the Bank are parties. Capitalized terms used and not defined herein have the meanings stated in the Agreement.

#### **Preliminary Statement**

Pursuant to Section 1.1 of the Agreement, as extended, the Availability Period for Advances under the Agreement expires August 31, 2001, and the Note matures on August 31, 2001. Borrower has requested that the Bank extend the Availability Period until June 30, 2002, with a corresponding extension of the maturity date of the Note to June 30, 2002. The Bank is prepared to grant that request, subject to the terms of this Amendment.

Now, Therefore, the Agreement is hereby amended as follows, and, except as so amended, the Agreement remains in full force and effect as previously written:

Section 1.1 is amended by deleting it and substituting the following:

"Section 1.1 Line of Credit. The Bank agrees, on the terms and conditions hereinafter set forth, to make advances of Loan proceeds (collectively "Advances") to Borrower from time to time during the period from the date of execution of this Agreement to and including June 30, 2002 (the "Availability Period"), in an aggregate amount outstanding not to exceed \$5,000,000 at any time during the Availability Period."

2. Section 1.4 is amended (a) by deleting "June 30, 2001" and substituting "June 30, 2002" in the first sentence, and (b) by adding, after "in the form attached as Exhibit A hereto," the phrase, "as amended by Exhibit A-3 hereto".

3. The attached Exhibit A-3 shall be considered an attachment to the Agreement.

4. Section 4.1(c) is amended by substituting "2001" for "2002" in the first line and "2002" for "2001" in the second line.

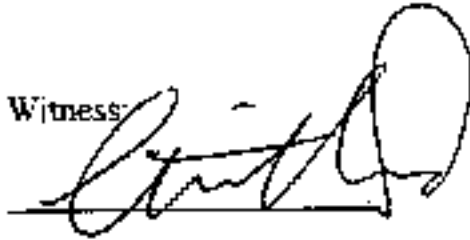
5. Borrower hereby confirms, reaffirms and restates all of the warranties and representations to the Bank set forth in Article III of the Agreement as if made on the date of this Amendment.

6. This Amendment shall become effective upon receipt by the Bank of (a) a resolution of the Executive Committee of Borrower or an opinion of Borrower's Counsel that this Amendment is duly authorized, (b) a Certificate of Authority, and (c) a UCC-1 or amendment thereto.

**In Witness Whereof**, the parties have caused this Amendment to be duly

executed as of the date stated in the first sentence hereof.

Witness:



**NATIONAL REPUBLICAN  
CONGRESSIONAL  
COMMITTEE**

By: Tom Davis

Tom Davis  
Chairman

By: Donna M. Anderson

Donna M. Anderson  
Treasurer

**FIRST UNION NATIONAL BANK**

BY: Michele S. Ross

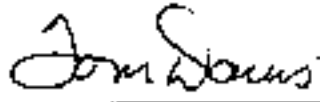
Michele S. Ross  
Senior Vice President

### THIRD ALLONGE TO PROMISSORY NOTE

This Third Allonge, dated as of August 31, 2001, is attached to and shall operate as an amendment to and integral part of that certain Promissory Note in the original principal amount of Five Million Dollars (\$5,000,000) issued on October 5, 1998, by the National Republican Congressional Committee to First Union National Bank and previously amended by an Allonge dated as of October 5, 1999, by a Second Allonge dated August 31, 2000, and by a Notice of Extension of Loan. The Promissory Note is amended in the heading and the first paragraph by substituting the principal amount of Five Million Dollars (\$5,000,000) for Six Million Dollars (\$6,000,000), by deleting the maturity date in the third line of the first paragraph and substituting "June 30, 2002," and, in the second paragraph, after the phrase "referred to above", by adding "as it may be amended from time to time."

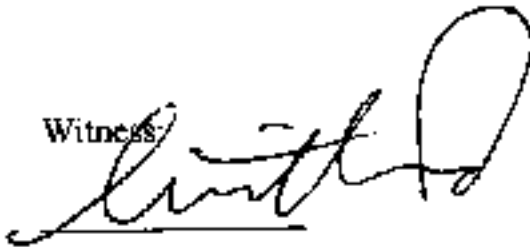
#### NATIONAL REPUBLICAN CONGRESSIONAL COMMITTEE

BY:



Tom Davis  
Chairman

Witness:



BY:

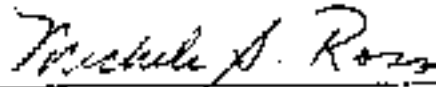


Donna M. Anderson  
Treasurer

Accepted:

#### FIRST UNION NATIONAL BANK

By:



Michele S. Ross, Senior Vice President

## CERTIFICATION OF AUTHORITY

Each of the undersigned hereby certify, as of the 31<sup>st</sup> day of August, 2001, that Tom Davis is the Chairman and Donna M. Anderson is the Treasurer of the National Republican Congressional Committee, and that the signature of each below is his or her true signature, and does hereby further certify as follow:

"Pursuant to the Rules of the Republican Party, and Resolutions of the National Republican Congressional Committee, the Chairman and Treasurer of the National Republican Congressional Committee (the "Committee") have the authority, on behalf of the Committee from time to time and upon such terms as may seem advisable, to borrow moneys from First Union National Bank, or any successor to such Bank, through the use of a revolving line of credit or otherwise; to repay any moneys so borrowed; to make, issue and deliver to said Bank promissory notes and renewals thereof, and any other written promises or obligations, for the repayment of any sums borrowed from said Bank; to sell to or discount with and to endorse, assign, and deliver to said Bank any instruments, receivables, negotiable paper, chattel paper, securities, or contracts owned by this Committee; to pledge and deliver, to assign, and to grant security interests to said Bank, in any tangible and/or intangible personal property of any nature whatsoever, and to execute, acknowledge, deliver and perform under such security agreements, financing statements, mortgages, deeds of trust, assignments or other agreements or writings as may be necessary or appropriate to establish and maintain perfected security interests or to effectuate fully the purpose hereof."



Tom Davis  
Chairman



Donna M. Anderson  
Treasurer

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) National Republican Congressional Committee*	2. Debtor(s) Complete Address(es) 310 First Street, S.E. Washington, DC 20003	For Filing Officer (Date, Time, and Number)
3. & 4. Secured Party(ies) and Complete Address(es) First Union National Bank 1970 Chain Bridge Road McLean, Virginia 22012	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
<p>7. This financing statement covers the following types (or items) of property:</p> <p>1. The spool or spools of machine-readable computer tape containing the mailing list or lists of Debtor that Debtor uses and proposes to use in soliciting contributions to Debtor during 2001 and 2002 and subsequent years, sometimes known as Debtor's "Master File," and any other data processing materials and documents relating thereto (all collectively the "Contributor Files");</p> <p>2. Each of the deposit accounts of Debtor at Secured Party and all money, instruments, accounts receivable and general intangibles now owned or hereafter acquired by or on behalf of Debtor in response to fundraising efforts, excluding only receipts not allowable for federal election purposes;</p> <p>3. All cash and non-cash proceeds of the foregoing .</p> <p>* Debtor is an unincorporated association registered with the Federal Election Commission under ID No. C00027566.</p> <p>(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (Describe Real Estate)</p>		
<p>8a. <input checked="" type="checkbox"/> Proceeds are also covered.</p> <p>8b. <input type="checkbox"/> Products of collateral are also covered.</p>		<p>No. of additional sheets presented</p> <p>11</p>
<p>9. This statement to be returned after recordation to Secured Party, shown above or to <u>Marin J. Flynn, Esq.,</u> <u>Shea &amp; Gardner, 8th Floor, 1800 Massachusetts Ave., NW, Washington, D.C. 20036</u></p>		
<p>Signature(s) of Debtor(s)</p> <p>NATIONAL REPUBLICAN CONGRESSIONAL COMMITTEE</p> <p>BY: <u>Donna M. Anderson</u> Donna M. Anderson Treasurer</p>		<p>Signature(s) of Secured Party(ies) or Assignee(s)</p> <p>First Union National Bank</p> <p>BY: <u>Michele S. Ross</u> Michele S. Ross Senior Vice President</p>
Type or Print Names Clearly Below Signature		

Federal Election Commission

**ENVELOPE REPLACEMENT PAGE  
FOR INCOMING DOCUMENTS**

The Commission has added this page to the end of this filing to indicate how it was received.

<input type="checkbox"/> Hand Delivered	Date of Receipt
<input type="checkbox"/> First Class Mail	POSTMARKED
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<input type="checkbox"/> No Postmark	
<input type="checkbox"/> Postmark Illegible	
<input type="checkbox"/> Received from the House office of Records and Registration	Date of Receipt
<input type="checkbox"/> Received from the Senate Office of Public Records	Date of Receipt
<input type="checkbox"/> Other ( Specify):	Postmarked and/or Date of Receipt
<input type="checkbox"/> Electronic Filing	
<div style="font-size: 1.5em; font-family: cursive;">PR</div> PREPARER	<div style="font-size: 1.5em; font-family: cursive;">10/3/01</div> DATE PREPARED